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## ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

PAGE NO

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IMPORTANT: Mark all packages and papers with contract and/or order numbers. DATE OF ORDER CONTRACT NO. ORDER NO EP-BPA-12-C-0010 EP-B13C-00008 01/24/2013 ITEM NO. SUPPLIES/SERVICES QUANTITY UNIT AMOUNT QUANTITY ORDERED PRICE ACCEPTED (d) (a) (g) Admin Office: CPOD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: NWD Cincinnati OH 45268 Period of Performance: 01/26/2013 to 11/30/2013 0001 Implementation, Maintenance and Oversight 764,381.76 of the National Pollutant Discharge Elimination System (NPDES) Permit Electronic Notice of Intent (eNOI) System See attached PWS and QASP Requisition No: PR-OW-13-00059, PR-OW-13-00068, PR-OW-13-00072, PR-OW-13-00138, PR-OW-13-00168 Accounting Info: 12-13-B-23D50G3-202BD4X15-2505-LGFM000 0-1323D5E001-001 BFY: 12 EFY: 13 Fund: B Budget Org: 23D50G3 Program (PRC): 202BD4X15 Budget (BOC): 2505 Job #: LGFM0000 DCN - Line ID: 1323D5E001-001 Funding Flag: Partial Funded: \$79,752.29 Accounting Info: 12-13-B-28C-202BD4X21-2505-1328CCE002-001 BFY: 12 EFY: 13 Fund: B Budget Org: 28C Program (PRC): 202BD4X21 Budget (BOC): 2505 DCN - Line ID: 1328CCE002-001 Funding Flag: Partial Funded: \$9,515.12 Accounting Info: 13-14-B-23D50G3-202BD4X15-2505-LGFD000 0-1323D5E002-001 BFY: 13 EFY: 14 Fund: B Budget Org: 23D50G3 Program (PRC): 202BD4X15 Budget (BOC): 2505 Job #: LGFD0000 DCN - Line ID: 1323D5E002-001 Funding Flag: Partial Funded: \$55,000.00 Accounting Info: Continued ...

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# ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

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## PERFORMANCE WORK STATEMENT AVANTI CORPORATION EPA CONTRACT EP-BPA-12-C-0010 TASK ORDER #2

Title: Implementation, maintenance and oversight of the National Pollutant Discharge Elimination System (NPDES) permit Electronic Notice of Intent (eNOI) system.

**Estimated Period of Performance:** Award of task order through November 30, 2013.

## **EPA Task Order Project Officer**

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## **EPA Alternate Task Order Project Officer**

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Fax: 202-564-9544

## I. NPDES BACKGROUND

The U.S. Environmental Protection Agency's (EPA) Water Permits Division (WPD), within the Office of Wastewater Management (OWM), is responsible for the development, implementation and oversight of the National Pollutant Discharge Elimination System (NPDES) permit program. This program regulates point source discharges of pollutants to surface waters of the United States.

EPA is the permitting authority in 4 states (ID, MA, NH, NM), most U.S. territories, Indian Country, and for some federal facilities. In 46 States and 1 Territory, this responsibility is held by authorized State and Territorial governments. Permitting authorities issue individual or general permits for facilities. These permits implement the requirements of the NPDES Program

along with other applicable laws and regulations.

1. Electronic Notice of Intent (eNOI) system, an online electronic permit application system that allows construction site operators, industrial operators, vessel operators, and pesticides site operators to apply for and terminate coverage under EPA's NPDES general permits including the Construction General Permit (CGP), Multi-Sector General Permit (MSGP), Vessel General Permit (VGP), Vessel General Permit One Time Report (VOTR) and the Pesticides General Permit (PGP) as well as submit reporting and supporting documents as required by these permits.

The EPA NOI Processing Center receives, handles, and processes various NPDES forms, maintains contact with permittees via letters and emails, and provides support through customer service. Customer service includes response to technical inquiries, application status, and referrals.

The BPA Contractor will provide services in the following areas:

- 1. Develop, Maintain and Revise the eNOI and NOI Processing Systems
- **2.** Modify the eNOI system to accommodate New EPA Permits
- **3.** Provide Region, State and Public Access to Permit Documents and assist with Data and FOIA Requests
- **4.** Develop, Maintain and Distribute Current and New Training Tools for EPA eNOI System Users.

### III. Work Requirements for eNOI SCOPE OF WORK

#### Task 1: eNOI Task Management

The contractor shall routinely provide performance updates, estimated costs, level of effort (LOE) and key deliverables upon request from EPA's Contracting Officer's Representative (COR) for all ongoing subtasks. Regularly scheduled conference calls and one to two hour meetings at least bi-weekly will be coordinated between EPA's COR and the contractor to review the status and progress of subtasks. In addition, the contractor shall prepare and provide a monthly progress report in accordance with Contract Reporting Requirements. The contractor shall report labor hour and cost expenditures by individual subtasks, implementation plan(s); issues encountered and lessons learned regarding the progress of all subtasks, the tracking of expenditures, and any other administrative activities. The contractor shall maintain a cumulative list of all technical directives received during the period of performance.

Deliverables: The contractor shall provide a monthly progress report that will include the labor hours and cost expenditures by individual subtasks, implementation plan(s), issues encountered and lessons learned regarding the progress of all tasks, the tracking of expenditures, and any other administrative activities. The contractor shall maintain a cumulative list of all technical directives received during the period of performance (POP).

All electronic deliverables provided by the contractor to EPA shall be compatible to EPA's current applications.

The Contractor shall notify the CO and EPA COR in writing no less than 15 days in advance of expenditures reaching 50%, 75% and 90% of the authorized BPA LOE/labor hours have been expended.

# Task 2: Support Maintenance and Enhancements to EPA's eNOI System and Paper Processing

The contractor shall provide ongoing support and maintenance for the eNOI Application System, including functionality such as:

- Electronic processing of paper submissions
- Electronic signature and certification
- Batch uploading of multiple reports for multiple owner operators
- Batch certification
- Submission of electronic reports not associated with an NOI
- Assigning of permit tracking numbers for electronic reports that are not tied with an NOI

This system uses Java as the application layer technology and the eNOI legacy system applications (2008 CGP, MSGP and VGP) were developed in the Oracle Application Server (OAS) 10g server. In March 2012, the eNOI Legacy system was migrated to the Oracle Fusion Middleware (OFM) 11g Weblogic server. The newest eNOI system applications (VOTR, PGP and 2012 CGP) were developed and deployed on an Oracle Fusion Middleware (OFM) 11g Weblogic server. Oracle is used as the database server technology and is deployed on the Oracle Database Server(s). Using this technology, the contractor shall work with EPA's Central Data Exchange (CDX) (<a href="www.epa.gov/cdx">www.epa.gov/cdx</a>) to ensure that the application is working, maintained, enhanced, and in line with EPA's Office of Information Office (OEI) system requirements as directed by the EPA COR. The contractor shall provide to the EPA COR updated eNOI system documentation within 2 weeks upon delivery of system maintenance releases.

The Contactor shall maintain the on-line eNOI system to ensure continuous availability to the user community. The Contractor shall make every effort to ensure that the system is never down more than 4 consecutive hours. The Contractor shall notify EPA's COR along with the Task Order Manager (TOM) immediately of all problems and, if the Contractor expects downtime to exceed the indicated timeframe during the core operational time period of 8:30am and 5:00pm EST.

#### Subtask 2A: Data Related Maintenance

The contractor shall perform data related maintenance and Quality Assurance / Quality Control (QA/QC) to identify bugs and errors that affect the system's operation and the quality of eNOI data in Oracle database. This type of maintenance will resolve data inconsistencies or any type of issues in the Oracle Database that affects proper operation of eNOI functionalities as reported by users. The contractor shall handle all data related maintenance issues, including:

- Tracking of bugs and errors in an issue tracker system provided by the contractor.
- Prioritize the bugs and errors and identify which ones should be handled weekly to maintain normal operation and maintenance of the eNOI system.

The contractor shall report bugs and error fixes to the EPA COR weekly and providing technical feedback on the fixes in the issue tracking system.

## **Subtask 2B: Application Maintenance**

The contractor shall perform maintenance on bugs and errors in the eNOI application and the Oracle database. The contractor shall fix the code flaws that lead to the improper functioning of the eNOI application, instead of fixing a specific bug for a specific user (aka story owner) as in Subtask 2A. Any data affected by a bug or error shall be fixed as indicated under Subtask 2A. The contractor shall handle all application maintenance issues, including:

- The contractor shall register and enter error stories, attachments, screenshots, and notes into a web application that facilitates iterative and incremental development or that follow the latest version of Agile Software Development Standards
- The contractor shall group similar error stories into iterations to determine their ability to create working, tested, value-delivered code in a short time box. The contractor shall use this method to assist them in measuring project milestones and goals.
- The contractor shall weigh the issues that will be assigned to them by the EPA COR. Each error story will be valued between a weight of 1 to 5, where 1 is defined as a simple fix and increasing in difficulty to 5 which is a difficult fix. After a weight is determined, the contractor shall fix the error stories.
- The contractor shall notify the EPA COR and user "story owner" via email after each error story is developed alerting the story owner that they can test and accept if the fix succeeds or is rejected and did not meet the required functionality.
- At the end of each iteration period the contractor and the EPA COR should be able to evaluate which stories have been successfully completed and use these successes as project milestones. The contractor shall either setup an in-person or online meeting with the EPA COR to provide EPA with a system demo at the end of an iteration period and use development tracking software tools to better define performance measurements.

- The contractor shall perform an overall system test as all iterations are completed by testing all maintenance releases on the EPA staging server and hosting releases on the EPA production server.
- The contractor shall complete user acceptance testing for all new and existing application functionalities.

### **Subtask 2C: Application Enhancements**

The contractor shall perform application enhancements and maintenance to the eNOI system to support and maintain EPA's National Computing Center's (NCC) guidance and technical standards.

If any of eNOI's applications are currently running out of date, the contractor shall be responsible for repackaging, possible rewriting of code to providing new ear/war files to be deployed under OFM 11g or the latest version being used by EPA. Under OFM 11g, EPA recommends that JDeveloper v.11g be considered as a preferred tool for repackaging existing Java code for deployment under Weblogic.

The EPA COR will work with the contractor in coordinating all EPA technical logistics in registering any new application enhancements with NCC and CDX. The contractor shall provide technical feedback to the EPA COR or EPA alternate COR and keep them informed of all progress in a timely manner.

## **Subtask 2D: Support for Processing and Entering Paper Forms**

The contractor shall provide support to process and enter paper forms including Notices of Intent (NOIs), Notices of Termination (NOTs), No Exposure Certifications (NOEs), Low Erosivity Waivers (LEWs), Vessel General Permit One Time Report (VOTR) modifications, and monitoring reports into the eNOI system and answer only technical questions from both the regulated and regulatory communities. The contractor shall defer all regulatory or policy decision questions to the EPA COR or EPA alternate COR. The contractor shall keep the EPA COR informed of the questions the contractor is addressing in a timely manner. The contractor shall also perform checks to ensure that all paper forms received have been entered into the electronic system within 2 ½ days of receipt (no more than 1 week during peak times) and checking for any data errors as specified by the PWS.

## Subtask 2E: QA/QC of the eNOI and Paper Processing Systems

The contractor shall conduct QA/QC of the eNOI system and paper processing system. The eNOI and NOI processing QA/QC procedures are outlined in the QA/QC manual chapter, which entail running data validation reports to quickly identify and remedy any system-wide errors. The contractor shall develop and revise automated data validation queries to the system as needed.

Automated data validation queries will verify data issues within the system. The contractor shall notify the EPA COR immediately if data errors are identified and to correct the error.

# Task 3: Development, Maintenance and Distribution of current and new Training Tools for EPA eNOI System Users

The contractor shall support eNOI users in becoming familiar with the functionality and procedures of how to create an account or submit required permit documentation. The contractor shall develop, revise, and make readily available training tools for the eNOI user community via instructional handouts and training videos which can be posted to the EPA eNOI web pages. For planning purposes, EPA estimates no more than 10 instructional handouts at a maximum of 2-4 pages each and no more than 1-2 training videos per eNOI application at a maximum in length of 5-10 minutes each video. If additional training materials are needed, the contractor shall contact the EPA COR before proceeding.

- Audio files shall be created in other programs and compressed to EPA's current format (.mp3) and any new audio formats as they become available to facilitate the publishing of live audio stream.
- Multimedia image files that accompany text shall be produced and/or published using EPA's web guidelines current format (.gif, .jpg (or .jpeg), .png). All images should include a caption that describes the image.
- Video files shall be compressed to EPA's current format (.mp4, .flv, .swf) and any new video formats as they become available.
- PDF files shall have metadata information for each document. The required metadata fields per EPA's guidelines are:

#### HTML

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Description ("DC.description")

Publisher ("DC.creator")

Keywords

Channel ("DC.Subject.epachannel")

Content Type ("DC.type")

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## Task 4: Region, State and Public Access to Permit Documents / Data and FOIA Requests

This task involves making NPDES permittee data accessible to the regions, states and public on the EPA NPDES and eNOI web pages. Permittee data (including NOIs and reporting documentation) is required to be publically available and accessible. This task also involves responding to data requests for NPDES permittee data, annual and adhoc reports, Data Monitoring Reports (DMRs), etc. to HQs, regions and states and public via FOIA requests.

### **Subtask 4A: Development and Maintenance of Public Search Sites**

The contractor shall develop, maintain, and revise public search sites on the EPA NPDES and eNOI web pages that allows the general public to search for and access NOI and reporting documentation within the eNOI system. Currently the following public search tools exist for:

- Stormwater NOIs (2008 CGP and MSGP)
- Vessels NOIs
- Pesticides NOIs,
- Vessels One Time Reports (VOTR)
- 2012 CGP NOIs

### Task 5: Development of New EPA Permits in the eNOI System

The contractor shall provide support for the design/redesign, development, testing, implementation and maintenance of new EPA permits and reports in the eNOI system. The requirements for the development of each subtask shall be defined by each technical lead and the EPA COR based on the initial planning meeting/requirements analysis. The contractor shall provide an LOE and a list of deliverables for each phase of new development, including:

- Phase I. Requirement Analysis and Study with a deliverable of a System Requirement Document.
- Phase II. Architecture and Application Design with a deliverable of Architecture and Application Design Document.
- Phase III. Database Design with a deliverable of a Database Schema.
- Phase IV. Development. All requirement documents shall be converted into stories and entered into the development tracking software in order to develop applications using Iterative and Incremental Agile Software Development Methodology or a similar software package.
- Phase V. Testing and deployment. The application shall be tested on the contractors staging environment as well as the EPA staging server. All final user acceptance testing shall be done in the EPA production server.

The contractor shall provide the following deliverables with Phase V:

- User Acceptance Document (No more than a maximum of 25 pages)
- Deployment Document (No more than a maximum of 10 pages)
- Final Source Code for the application
- Deployable version of the application

- Database file or Database Schema and Script to create Database
- User Manual (No more than a maximum of 50 pages)

If additional capacity for the materials listed above is needed, the contractor shall contact the EPA COR.

# Subtask 5A: Development and Maintenance of EPA's 2012 Construction General Permit (CGP) in the eNOI

The contractor shall provide support for the design, development, testing, implementation and maintenance of EPA's 2012 CGP application and its 2008 CGP components in the eNOI legacy system. The contractor shall work with CDX to ensure that the application is developed as directed by EPA's COR. The contractor shall continue to maintain and/or enhance the 2012 CGP NOI based on its system requirements document or any new requirements per the 2012 CGP NOI, create screen mock-ups of the system, and continue to design and enhance the system. The 2012 CGP application was released in March 2012 and is available at: <a href="http://cfpub.epa.gov/npdes/stormwater/cgpenoi.cfm">http://cfpub.epa.gov/npdes/stormwater/cgpenoi.cfm</a>.

The NOI form has been updated and expanded from previous versions, which includes additional detailed information to be entered on the NOI form and reorganization of several of the requirements contained in the 2008 NOI Form. New requirements and/or changes have been added to the new 2012 CGP NOI form.

The system has been setup to handle submission of NOIs, NOTs and LEWs and electronic files that have been uploaded for submission (includes: annual reports, some other type of reports, or additional documentation for NOIs). The system shall automatically send NOIs with an endangered species issue to the Regional Service Field Office (consistent with the existing NOI system for stormwater permits) as well as a similar notification system for NOIs submitted that have discharges to Tribes. The 2012 CGP Public Search page was developed for public and regions to access for viewing NOIs to perform more detailed evaluations of data.

## Subtask 5B: Development and Maintenance of EPA's Pesticide General Permit (PGP) in the eNOI

The contractor shall provide support for the design, development, testing, implementation and maintenance of EPA's Pesticide Permit in the eNOI system. The contractor shall work with CDX to ensure that the application is developed as directed by EPA's COR. The contractor shall continue to develop the PGP based on its system requirements document per the Pesticides NOI, create screen mock-ups of the system, and continue to design and enhance the system. The PGP application was released in November 2011 and is available at: <a href="http://cfpub.epa.gov/npdes/pesticides/enoi.cfm">http://cfpub.epa.gov/npdes/pesticides/enoi.cfm</a>

The system is in the process of being setup to accept annual reports that will be linked to submitted NOIs. Initial annual reports are to be completed by November or December 2012. The system has been setup to handle submission of NOIs and NOTs and electronic files that have been uploaded for submission (includes: annual reports, some other type of reports, or additional

documentation for NOIs). The system shall automatically send NOI notification with specific criteria to contacts identified at the U.S. Fish and Wildlife Services. A website has been developed for public and regions to access for viewing NOIs to perform more detailed evaluations of data.

## Task 6: Development, Maintenance and Revising of the eNOI and NOI Processing Systems Manual and Business Rules

The EPA NOI Processing Center Operations Manual documents all NOI Processing Center functions. It provides detailed descriptions of how the NOI Processing Center receives, handles, and processes correspondence (letters and emails), maintains contact with permit applicants via the letters generated, and provides support through customer service. The original EPA NOI Processing Center Operations Manual was developed in 2003. The last Manual update was started in March 2005. The existing manual is largely based on the eNOI legacy system and must be updated to incorporate all aspects of the current eNOI system and include the most current forms and letters associated with the eNOI dataflow.

In addition, the contractor shall develop and maintain an up-to-date eNOI system manual describing the business rules and functionality of the system. In addition, all new development and coding should be documented in this manual.

The contractor shall develop, revise, and maintain an eNOI System Manual documenting the business rules and current operational procedures of all eNOI development and maintenance releases that describes the functionality of the eNOI system. All updated eNOI system documentation should be completed within 2 weeks upon delivery of system maintenance releases. The contractor shall submit an initial draft of each completed section for EPA's review and comment. Based on EPA's comments, the contractor shall revise each chapter as draft final within 1 week after receipt of comments. Once all chapters have been approved by the EPA COR, the contractor shall prepare the manual in final form within 2 weeks.

For planning purposes, EPA estimates no more than a maximum of 50 pages for the eNOI System Manual. If additional capacity is needed, the contractor shall contact the EPA COR before proceeding.

#### **eNOI PERFORMANCE SURVEILLANCE PLAN:**

The following performance measures shall apply to eNOI work under this PWS. Please refer to Attachment B for the eNOI Surveillance Plan.

## **QUALITY ASSURANCE PROJECT PLAN (QAPP) REQUIREMENTS:**

A quality assurance project plan (QAPP) is required for all tasks of this project because it involves the generation, management, distribution, or use of primary and/or secondary environmental data that will be used or have the potential for use in environmental decision

making. The QAPP shall be developed in accordance with the "Office of Water Quality Management Plan" (EPA 821-X-02-001) and shall be formatted as specified in "EPA Requirements for Quality Assurance Project Plans" (EPA QA/R-5).

EPA requires that all environmental data used in decision making be supported by an approved QAPP. The contractor shall follow the written procedures in the processing manual and any additional guidance provided by the COR in the performance of these tasks.

## I. ANTICIPATED TRAVEL REQUIREMENTS

All non-local travel shall be approved in advance by the EPA COR and shall be in accordance with the Contract. However, non-local travel is not anticipated for the period of performance

• For eNOI, only local travel is anticipated for meetings.

## II. ADDITIONAL REQUIREMENTS:

Only NOI Processing Center direct costs (ODCs) for copying, postage/courier, supplies, computer usage, telecommunication and graphics are allowed. No other ODCs are allowable as a direct charge to this delivery order without the prior written approval of the Contracting Officer.

Upon issuance of written technical direction, the Contractor shall submit for inspection of all work in progress at any time under this work assignment. The Contractor shall develop and maintain files supporting each task.

The contractor shall contact the Contracting Officer (CO) and/or the EPA Task Order Project Officer by telephone to discuss any problems that may adversely affect the work on this PWS. Within five (5) calendar days the contractor shall follow the phone call with a brief written explanation of the problem, including any actions already taken, and/or recommended solutions to correct the problem. Written explanation shall be made available to the CO and the PO.

## III. CONTRACTOR IDENTIFICATION

When engaging in correspondence and communication with the public and Agency stakeholders, the Contractors shall always identify themselves as an EPA contractor and shall refer all policy related questions to EPA. All reproductions shall be in accordance with Contract copy limitations. All draft versions of outreach materials developed by the contractor shall be submitted to the EPA COR for approval and all finals shall be provided in electronic format ready for GPO printing.

To avoid any perception that contractor personnel are EPA employees, the contractor shall assure that contractor personnel are clearly identified as independent contractors of EPA when attending meetings with outside parties or visiting field sites.

## IV. CONTROL REQUIREMENTS

- 1. Organizational Conflict of Interest: The Contractor shall warrant that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information. See contract clause 1552.209-71 Organization of Conflict of Interest.
- 2. Notification of Conflicts of Interest Regarding Personnel: The Contractor shall immediately notify the Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding the contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. See EPAAR 1552.209-73 Notification of Conflict of Interest.
- 3. Enforcement Sensitive Information: The contractor recognizes that contractor employees in performing tasks specified by the PWS for this BPA may have access to data/information, either provided by the government or first generated during contract performance, of enforcement sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Enforcement sensitive refers to records or information compiled for law enforcement purposes (whether administrative, civil or criminal), the disclosure of which could reasonably be expected to interfere with the enforcement action. It is imperative that all contractor personnel, including but not limited to, subcontractor and consultant personnel assigned to work on this contract and/or task order, or with access to materials developed pursuant to such efforts, understand that this information is confidential and any disclosure or misuse of the information may result in prosecution to the fullest extent of the law. All contractor personnel are expected to exercise due diligence in safeguarding, handling or disposing of any such information.
- 4. Project Employee Confidentiality Agreement: The contractor agrees that the contractor employee will not disclose, either in whole or in part, to any entity external to the EPA, the Department of Justice, or the contractor, any information or data (as defined in FAR Section 27.401) provided by the government or first generated by the contractor under this contract, any site-specific cost information or any enforcement strategy without first obtaining the written permission of the EPA Project Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the contractor must provide immediate advance notification to the EPA so that the EPA can take action to prevent such disclosure. Such agreements shall be effective for the life and for a period of five (5) years after completion of the contract.
- 5. Handling of Confidential Business Information (CBI): Contractor's access to TSCA CBI must comply with the procedures set forth in the TSCA CBI Security Manual. Likewise,

access to FIFRA CBI shall follow the security procedures set forth in the FIFRA Information Security Manual.

To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the contractor shall protect such data from unauthorized use and disclosure.

All files or other information identified as Confidential Business Information (CBI) shall be treated as confidential and kept in a secure area with access limited to only contractor personnel directly involved in the case or special project assignment. The contractor, subcontractor, and consultant personnel are bound by the requirements and sanctions contained in their contracts with the EPA and in EPA's confidentiality regulations found at 40 CFR Part 2, Subpart B. The contractor subcontractors, and consultant must adhere to EPA-approved security plans which describe procedures to protect CBI, and are required to sign non-disclosure agreements before gaining access to CBI.

All official data, findings, and results of investigations and studies completed by the contractor shall be available for EPA and DOJ internal use only. The contractor shall not release any part of such data without the written direction of the COR.

## ATTACHMENT B

## Electronic Notice of Intent (eNOI) System and Paper Processing Performance Surveillance Plan

EPA shall conduct annual quality assurance reviews and will use the following requirements to determine eligibility for additional hours.

	PERFORMANCE SU	IRVEILLANCE PLAN			
Performance Requirement	Measurable Performance Standards	Surveillance Methods	Incentives/Disincentives		
NOI Processing:  The Contractor shall ensure timely and quality processing of all Notice of Intent. This standard shall apply to both paper and on-line submittals.	All operations and maintenance must be in accordance with the NOI manual and guidance.  The Performance Work Statement outlines which Tasks require the Contractor to enter hard copy (paper) submittals of NOI forms in the tracking system with the specified timeframe of receipt, during periods of routine operations and within peak periods for the identified permits. EPA anticipates no more than two peak periods annually.	The EPA COR will monitor operations through general and formal meetings and telephone communication, planned and random unannounced visits to the Contractor's site and phone calls, and progress report reviews. The EPA COR will review monthly progress reports for indicators of communication problems and will bring issues to the Contractor's immediate attention.	Any issues that have a negative impact on individual PWS schedules or costs that are not brought to the attention of the appropriate EPA COR prior to occurrence, will consider the Contractor's performance unsatisfactory. Two or more incidents during the contract term will be reported as unsatisfactory performance in the CPARS Performance Evaluation System. The Contractor's initial unsatisfactory performance rating will result in a 2% reduction in fee for the remainder of the performance period.		
NOI Daily Operations and Access:  The Contractor shall ensure continuous and uninterrupted on-line availability of the eNOI system.  NOI Call Center Support:  The Contractor shall ensure the NOI process call center is staffed and available daily between 8:30am to 5:00PM EST.  Timeliness:  The Contractor shall provide services and submit deliverables in accordance with approved PWS milestone and deliverable schedules.	Services and deliverables shall be in accordance with schedules stated in each PWS. Unless amended or modified by an approved EPA action, a deliverable that is received 7-days past the due date, will be considered unsatisfactory performance.  All operations and maintenance must be in accordance with the NOI manual and guidance.  The Contactor shall maintain the on-line eNOI system to ensure continuous availability to the user community. The Contractor shall make every effort to ensure that the system is never down per the timeframe indicated within the PWS. The Contractor shall notify EPA's program staff and the COR immediately of all problems and shall notify the PO and CO, The Contractor	EPA will closely monitor task milestone and deliverable schedules and shall notify the Contractor when it becomes apparent that an established schedule will not be met. EPA will review the Monthly Progress Reports and any special reporting requirements to compare actual delivery dates to those approved in the PWS.  The COR and PO will monitor the Contractor's efforts at ensuring the eNOI system is continuously available and that potential problems are identified and addressed with the Contractor before service disruption. The COR and PO will monitor the Contractor's Monthly Progress Reports to ensure service disruptions are documented and reported.  For NOI call center operations,	If the Contractor fails to appropriately maintain the eNOI system or fails to notify EPA of the disruption in service; and this failure causes a service disruption that exceeds the timeframe indicated in the PWS; EPA will consider the Contractor's performance unsatisfactory.  If EPA notifies the Contractor that the NOI call center is not appropriately staffed with experienced customer service. And the Contractor fails to address the staffing issues; EPA will consider the Contractor's performance unsatisfactory. Two or more unsatisfactory performance ratings by EPA will result in a 2% reduction in fee for the remainder of the performance period.		

shall notify EPA's COR immediately of all problems and shall notify via CC: the PO, CO and affected EPA program staff, if the Contractor expects downtime to exceed the indicated timeframe during the core operational time period of 8:30am and 5:00pm EST.
The Contractor shall staff the NOI call center with knowledgeable and skilled staff capable of assisting the public,

industry and stakeholders on the NOI process and the general status of NOI's submitted for processing.

The Contractor shall report all down time for the eNOI and NOI call center in the Monthly Progress Report. Each incident shall include the date, time, reason, and remedy.

the COR will conduct announced and random visits to the Contractor's facility and will routinely call the center to assess the staff availability and the quality of the customer service. The COR and PO will review Monthly Progress Reports to ensure reporting is consistent with each month's operation.

#### Cost Management and Control:

The Contractor shall perform all work in an efficient and cost effective manner, applying cost control measures where practical.

The Contractor shall monitor, track and accurately report level of effort, labor cost, other direct costs and fee expenditures to EPA through progress reports and approved special reporting requirements. The Contractor shall assess and immediately inform the COR of the cost implication of Agency issued Technical Directives.

The Contractor shall notify the COR and PO no less than 15 days in advance of expenditures reaching 50%, 75% and 90% of PWS funds or labor hours have been utilized and shall stop work immediately, if all funds are expended.

The Contractor shall assign appropriate leveled and skilled personnel to all tasks, practice and encourage time management, and ensure accurate and appropriate time keeping.

The COR will routinely meet with the Contractor's Project Manager to discuss the work progress and contract level and individual PWS expenditures. The COR and PO shall review the Contractor's monthly progress reports and request the COR verification of expenditures and technical progress before authorizing invoice payments. The COR will maintain regular contact with the Contractor's designated PWS manager/project manager to discuss PWS progress and expenditures. The COR will review the Contractor's monthly progress reports and invoices and provide feedback to the PO on payment.

During any period of the PWS, if the Contractor fails to notify EPA of potential funding issues and this failure results in an overrun greater than 3% of the funded value of the PWS, performance the Contractor's performance will be considered unsatisfactory. The result of unsatisfactory performance will result in a 2% reduction in fee for the remainder of the performance period and an unsatisfactory rating under the "cost Control" category of the CPARS Performance Evaluation System.

AMENDMENT OF SOLICITATION/MODIF	CATION OF CONTRACT		1. CONTRACT ID CODE	P/	AGE OF	PAGES
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE		EQUISITION/PURCHASE REQ. NO.	3. PROJ	ECTNO	(If applicable)
6. ISSUED BY COD	See Block 16C		ADMINISTERED BY (If other than Item 6)	CODE		
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8 NAME AND ADDRESS OF CONTRACTOR (No., st AVANTI CORPORATION 5520 CHEROKEE AVENUE SUITE 205 ALEXANDRIA VA 223122319	eet, county, State and ZIP Code)	x	BA. AMENDMENT OF SOLICITATION NO  BB. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER N EP-BPA-12-C-0010  EP-B13C-00008	Ю		
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CODE 796250538	FACILITY CODE		01/24/2013			
The above numbered solicitation is amended as se	11. THIS ITEM ONLY APPLIES TO				is not ex	
separate letter or telegram which includes a referer THE PLACE DESIGNATED FOR THE RECEIPT C virtue of this amendment you desire to change an o to the solicitation and this amendment, and is recei	copies of the amendment; (b) By acknowle ce to the solicitation and amendment num F OFFERS PRIOR TO THE HOUR AND I fler already submitted, such change may red prior to the opening hour and date spe	edging bers. DATE 8 be mad	receipt of this amendment on each copy of the of FAILURE OF YOUR ACKNOWLEDGEMENT TO SPECIFIED MAY RESULT IN REJECTION OF YO le by telegram or letter, provided each telegram o	fer submitt BE RECE OUR OFFE or letter ma	ed; or (c) IVED AT ER. If by kes refer	By
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D. OTHER (Specify type of modificati	on and authority)			****		
X Bilateral Modificat	ion - Mutual Agreeme	nt c	of the Parties			
E. IMPORTANT: Contractor is not.	x is required to sign this document as		<del></del>			
14. DESCRIPTION OF AMENDMENT/MODIFICATION GSA Contract #: GS-10F-0308 DUNS Number: 796250538	4 5 5	ncludin	g solicitation/contract subject matter where feasib	ole.)		
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1 NO.	SUPPLIES/SERVICES	QUANTITY	ALCOHOLD STREET	UNIT PRICE	AMOUNT
7)	(B)	(C)	(D)	(E)	(F)
	of the Performance Works Statement (PWS). The				
	additional support is for task 1 as shown in the				
	revised PWS attached.				
	CHANGES FOR LINE ITEM NUMBER: 1				
	Total Amount changed from \$764,381.76 to				
	\$910,072.84				
	Obligated Amount for this modification: \$145,691.08				
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	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	13-14-B-23D20F3-202BD4X15-2505-LGFM00001323D2E02				
	4-001				
	Beginning FiscalYear 13				
	Ending Fiscal Year 14				
	Fund (Appropriation) B				
	Budget Organization 23D20F3				
	Program (PRC) 202BD4X15				
	Budget (BOC) 2505				
	Job # (Site/Project) LGFM0000				
	Cost Organization				
	DCN-LineID 1323D2E024-001				
	Amount: \$145,691.08				
	Payment Address:				
	RTP Finance Center				
	US Environmental Protection Agency				
	RTP-Finance Center (D143-02)				
	109 TW Alexander Drive				
	Durham NC 27711				
	Delivery: 11/30/2013				
	Delivery Location Code: OW/OWM/SMB				
	OW/OWM/SMB				
	US Environmental Protection Agency				
	1200 Pennsylvania Avenue NW				
	Washington DC 20460 USA				
	Payment:				
	RTP Finance Center				
	US Environmental Protection Agency				
	RTP-Finance Center (D143-02)				
	109 TW Alexander Drive				
	Durham NC 27711				
	FOB: Destination Period of Performance: 01/26/2013 to 11/30/2013				
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## PERFORMANCE WORK STATEMENT AVANTI CORPORATION EPA CONTRACT EP-BPA-12-C-0010 TASK ORDER #2

#### **MODIFICATION #1**

Title: Implementation, maintenance and oversight of the National Pollutant Discharge Elimination System (NPDES) permit Electronic Notice of Intent (eNOI) system.

Estimated Period of Performance: Award of task order through November 30, 2013.

## **EPA Task Order Project Officer**

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## I. NPDES BACKGROUND

Fax: 202-564-9544

The U.S. Environmental Protection Agency's (EPA) Water Permits Division (WPD), within the Office of Wastewater Management (OWM), is responsible for the development, implementation and oversight of the National Pollutant Discharge Elimination System (NPDES) permit program. This program regulates point source discharges of pollutants to surface waters of the United States.

EPA is the permitting authority in 4 states (ID, MA, NH, NM), most U.S. territories, Indian Country, and for some federal facilities. In 46 States and 1 Territory, this responsibility is held

by authorized State and Territorial governments. Permitting authorities issue individual or general permits for facilities. These permits implement the requirements of the NPDES Program along with other applicable laws and regulations.

1. Electronic Notice of Intent (eNOI) system, an online electronic permit application system that allows construction site operators, industrial operators, vessel operators, and pesticides site operators to apply for and terminate coverage under EPA's NPDES general permits including the Construction General Permit (CGP), Multi-Sector General Permit (MSGP), Vessel General Permit (VGP), Vessel General Permit One Time Report (VOTR) and the Pesticides General Permit (PGP) as well as submit reporting and supporting documents as required by these permits.

The EPA NOI Processing Center receives, handles, and processes various NPDES forms, maintains contact with permittees via letters and emails, and provides support through customer service. Customer service includes response to technical inquiries, application status, and referrals.

The BPA Contractor will provide services in the following areas:

- 1. Develop, Maintain and Revise the eNOI and NOI Processing Systems
- 2. Modify the eNOI system to accommodate New EPA Permits
- 3. Provide Region, State and Public Access to Permit Documents and assist with Data and FOIA Requests
- **4.** Develop, Maintain and Distribute Current and New Training Tools for EPA eNOI System Users.

## III. Work Requirements for eNOI SCOPE OF WORK (Modification 1: Additional 2046 hours)

## Task 1: eNOI Task Management

The contractor shall routinely provide performance updates, estimated costs, level of effort (LOE) and key deliverables upon request from EPA's Contracting Officer's Representative (COR) for all ongoing subtasks. Regularly scheduled conference calls and one to two hour meetings at least bi-weekly will be coordinated between EPA's COR and the contractor to review the status and progress of subtasks. In addition, the contractor shall prepare and provide a monthly progress report in accordance with Contract Reporting Requirements. The contractor shall report labor hour and cost expenditures by individual subtasks, implementation plan(s); issues encountered and lessons learned regarding the progress of all subtasks, the tracking of expenditures, and any other administrative activities. The contractor shall maintain a cumulative list of all technical directives received during the period of performance.

Deliverables: The contractor shall provide a monthly progress report that will include the labor hours and cost expenditures by individual subtasks, implementation plan(s), issues encountered and lessons learned regarding the progress of all tasks, the tracking of expenditures, and any other administrative activities. The contractor shall maintain a cumulative list of all technical directives received during the period of performance (POP).

All electronic deliverables provided by the contractor to EPA shall be compatible to EPA's current applications.

The Contractor shall notify the CO and EPA COR in writing no less than 15 days in advance of expenditures reaching 50%, 75% and 90% of the authorized BPA LOE/labor hours have been expended.

# Task 2: Support Maintenance and Enhancements to EPA's eNOI System and Paper Processing

The contractor shall provide ongoing support and maintenance for the eNOI Application System, including functionality such as:

- Electronic processing of paper submissions
- Electronic signature and certification
- Batch uploading of multiple reports for multiple owner operators
- Batch certification
- Submission of electronic reports not associated with an NOI
- Assigning of permit tracking numbers for electronic reports that are not tied with an NOI

This system uses Java as the application layer technology and the eNOI legacy system applications (2008 CGP, MSGP and VGP) were developed in the Oracle Application Server (OAS) 10g server. In March 2012, the eNOI Legacy system was migrated to the Oracle Fusion Middleware (OFM) 11g Weblogic server. The newest eNOI system applications (VOTR, PGP and 2012 CGP) were developed and deployed on an Oracle Fusion Middleware (OFM) 11g Weblogic server. Oracle is used as the database server technology and is deployed on the Oracle Database Server(s). Using this technology, the contractor shall work with EPA's Central Data Exchange (CDX) (<a href="www.epa.gov/cdx">www.epa.gov/cdx</a>) to ensure that the application is working, maintained, enhanced, and in line with EPA's Office of Information Office (OEI) system requirements as directed by the EPA COR. The contractor shall provide to the EPA COR updated eNOI system documentation within 2 weeks upon delivery of system maintenance releases.

The Contactor shall maintain the on-line eNOI system to ensure continuous availability to the user community. The Contractor shall make every effort to ensure that the system is never down more than 4 consecutive hours. The Contractor shall notify EPA's COR along with the Task Order Manager (TOM) immediately of all problems and, if the Contractor expects downtime to exceed the indicated timeframe during the core operational time period of 8:30am and 5:00pm EST.

#### Subtask 2A: Data Related Maintenance

The contractor shall perform data related maintenance and Quality Assurance / Quality Control (QA/QC) to identify bugs and errors that affect the system's operation and the quality of eNOI data in Oracle database. This type of maintenance will resolve data inconsistencies or any type of issues in the Oracle Database that affects proper operation of eNOI functionalities as reported by users. The contractor shall handle all data related maintenance issues, including:

- Tracking of bugs and errors in an issue tracker system provided by the contractor.
- Prioritize the bugs and errors and identify which ones should be handled weekly to maintain normal operation and maintenance of the eNOI system.

The contractor shall report bugs and error fixes to the EPA COR weekly and providing technical feedback on the fixes in the issue tracking system.

### **Subtask 2B: Application Maintenance**

The contractor shall perform maintenance on bugs and errors in the eNOI application and the Oracle database. The contractor shall fix the code flaws that lead to the improper functioning of the eNOI application, instead of fixing a specific bug for a specific user (aka story owner) as in Subtask 2A. Any data affected by a bug or error shall be fixed as indicated under Subtask 2A. The contractor shall handle all application maintenance issues, including:

- The contractor shall register and enter error stories, attachments, screenshots, and notes into a web application that facilitates iterative and incremental development or that follow the latest version of Agile Software Development Standards
- The contractor shall group similar error stories into iterations to determine their ability to create working, tested, value-delivered code in a short time box. The contractor shall use this method to assist them in measuring project milestones and goals.
- The contractor shall weigh the issues that will be assigned to them by the EPA COR. Each error story will be valued between a weight of 1 to 5, where 1 is defined as a simple fix and increasing in difficulty to 5 which is a difficult fix. After a weight is determined, the contractor shall fix the error stories.
- The contractor shall notify the EPA COR and user "story owner" via email after each error story is developed alerting the story owner that they can test and accept if the fix succeeds or is rejected and did not meet the required functionality.
- At the end of each iteration period the contractor and the EPA COR should be able to evaluate which stories have been successfully completed and use these successes as

project milestones. The contractor shall either setup an in-person or online meeting with the EPA COR to provide EPA with a system demo at the end of an iteration period and use development tracking software tools to better define performance measurements.

- The contractor shall perform an overall system test as all iterations are completed by testing all maintenance releases on the EPA staging server and hosting releases on the EPA production server.
- The contractor shall complete user acceptance testing for all new and existing application functionalities.

## **Subtask 2C: Application Enhancements**

The contractor shall perform application enhancements and maintenance to the eNOI system to support and maintain EPA's National Computing Center's (NCC) guidance and technical standards.

If any of eNOI's applications are currently running out of date, the contractor shall be responsible for repackaging, possible rewriting of code to providing new ear/war files to be deployed under OFM 11g or the latest version being used by EPA. Under OFM 11g, EPA recommends that JDeveloper v.11g be considered as a preferred tool for repackaging existing Java code for deployment under Weblogic.

The EPA COR will work with the contractor in coordinating all EPA technical logistics in registering any new application enhancements with NCC and CDX. The contractor shall provide technical feedback to the EPA COR or EPA alternate COR and keep them informed of all progress in a timely manner.

## Subtask 2D: Support for Processing and Entering Paper Forms

The contractor shall provide support to process and enter paper forms including Notices of Intent (NOIs), Notices of Termination (NOTs), No Exposure Certifications (NOEs), Low Erosivity Waivers (LEWs), Vessel General Permit One Time Report (VOTR) modifications, and monitoring reports into the eNOI system and answer only technical questions from both the regulated and regulatory communities. The contractor shall defer all regulatory or policy decision questions to the EPA COR or EPA alternate COR. The contractor shall keep the EPA COR informed of the questions the contractor is addressing in a timely manner. The contractor shall also perform checks to ensure that all paper forms received have been entered into the electronic system within 2 ½ days of receipt (no more than 1 week during peak times) and checking for any data errors as specified by the PWS.

## Subtask 2E: QA/QC of the eNOI and Paper Processing Systems

The contractor shall conduct QA/QC of the eNOI system and paper processing system. The eNOI and NOI processing QA/QC procedures are outlined in the QA/QC manual chapter, which entail running data validation reports to quickly identify and remedy any system-wide errors. The contractor shall develop and revise automated data validation queries to the system as needed. Automated data validation queries will verify data issues within the system. The contractor shall notify the EPA COR immediately if data errors are identified and to correct the error.

# Task 3: Development, Maintenance and Distribution of current and new Training Tools for EPA eNOI System Users

The contractor shall support eNOI users in becoming familiar with the functionality and procedures of how to create an account or submit required permit documentation. The contractor shall develop, revise, and make readily available training tools for the eNOI user community via instructional handouts and training videos which can be posted to the EPA eNOI web pages. For planning purposes, EPA estimates no more than 10 instructional handouts at a maximum of 2-4 pages each and no more than 1-2 training videos per eNOI application at a maximum in length of 5-10 minutes each video. If additional training materials are needed, the contractor shall contact the EPA COR before proceeding.

- Audio files shall be created in other programs and compressed to EPA's current format (.mp3) and any new audio formats as they become available to facilitate the publishing of live audio stream.
- Multimedia image files that accompany text shall be produced and/or published using EPA's web guidelines current format (.gif, .jpg (or .jpeg), .png). All images should include a caption that describes the image.
- Video files shall be compressed to EPA's current format (.mp4, .flv, .swf) and any new video formats as they become available.
- PDF files shall have metadata information for each document. The required metadata fields per EPA's guidelines are:

### HTML

Title ("DC.title")

Description ("DC.description")

Publisher ("DC.creator")

Keywords

Channel ("DC.Subject.epachannel")
Content Type ("DC.type")

#### PDF

Title
Description (Subject)
Publisher (Author)
Keywords

Task 4: Region, State and Public Access to Permit Documents / Data and FOIA Requests

This task involves making NPDES permittee data accessible to the regions, states and public on the EPA NPDES and eNOI web pages. Permittee data (including NOIs and reporting documentation) is required to be publically available and accessible. This task also involves responding to data requests for NPDES permittee data, annual and adhoc reports, Data Monitoring Reports (DMRs), etc. to HQs, regions and states and public via FOIA requests.

### Subtask 4A: Development and Maintenance of Public Search Sites

The contractor shall develop, maintain, and revise public search sites on the EPA NPDES and eNOI web pages that allows the general public to search for and access NOI and reporting documentation within the eNOI system. Currently the following public search tools exist for:

- Stormwater NOIs (2008 CGP and MSGP)
- Vessels NOIs
- Pesticides NOIs,
- Vessels One Time Reports (VOTR)
- 2012 CGP NOIs

## Task 5: Development of New EPA Permits in the eNOI System

The contractor shall provide support for the design/redesign, development, testing, implementation and maintenance of new EPA permits and reports in the eNOI system. The requirements for the development of each subtask shall be defined by each technical lead and the EPA COR based on the initial planning meeting/requirements analysis. The contractor shall provide an LOE and a list of deliverables for each phase of new development, including:

- Phase I. Requirement Analysis and Study with a deliverable of a System Requirement Document.
- Phase II. Architecture and Application Design with a deliverable of Architecture and Application Design Document.
- Phase III. Database Design with a deliverable of a Database Schema.
- Phase IV. Development. All requirement documents shall be converted into stories and entered into the development tracking software in order to develop applications using Iterative and Incremental Agile Software Development Methodology or a similar software package.
- Phase V. Testing and deployment. The application shall be tested on the contractors staging environment as well as the EPA staging server. All final user acceptance testing shall be done in the EPA production server.

The contractor shall provide the following deliverables with Phase V:

- User Acceptance Document (No more than a maximum of 25 pages)
- Deployment Document (No more than a maximum of 10 pages)
- Final Source Code for the application
- Deployable version of the application
- Database file or Database Schema and Script to create Database
- User Manual (No more than a maximum of 50 pages)

If additional capacity for the materials listed above is needed, the contractor shall contact the EPA COR.

# Subtask 5A: Development and Maintenance of EPA's 2012 Construction General Permit (CGP) in the eNOI

The contractor shall provide support for the design, development, testing, implementation and maintenance of EPA's 2012 CGP application and its 2008 CGP components in the eNOI legacy system. The contractor shall work with CDX to ensure that the application is developed as directed by EPA's COR. The contractor shall continue to maintain and/or enhance the 2012 CGP NOI based on its system requirements document or any new requirements per the 2012 CGP NOI, create screen mock-ups of the system, and continue to design and enhance the system. The 2012 CGP application was released in March 2012 and is available at: <a href="http://cfpub.epa.gov/npdes/stormwater/cgpenoi.cfm">http://cfpub.epa.gov/npdes/stormwater/cgpenoi.cfm</a>.

The NOI form has been updated and expanded from previous versions, which includes additional detailed information to be entered on the NOI form and reorganization of several of the requirements contained in the 2008 NOI Form. New requirements and/or changes have been added to the new 2012 CGP NOI form.

The system has been setup to handle submission of NOIs, NOTs and LEWs and electronic files that have been uploaded for submission (includes: annual reports, some other type of reports, or additional documentation for NOIs). The system shall automatically send NOIs with an endangered species issue to the Regional Service Field Office (consistent with the existing NOI system for stormwater permits) as well as a similar notification system for NOIs submitted that have discharges to Tribes. The 2012 CGP Public Search page was developed for public and regions to access for viewing NOIs to perform more detailed evaluations of data.

## Subtask 5B: Development and Maintenance of EPA's Pesticide General Permit (PGP) in the eNOI

The contractor shall provide support for the design, development, testing, implementation and maintenance of EPA's Pesticide Permit in the eNOI system. The contractor shall work with CDX to ensure that the application is developed as directed by EPA's COR. The contractor shall continue to develop the PGP based on its system requirements document per the Pesticides NOI, create screen mock-ups of the system, and continue to design and enhance the system. The PGP application was released in November 2011 and is available at: http://cfpub.epa.gov/npdes/pesticides/enoi.cfm

The system is in the process of being setup to accept annual reports that will be linked to submitted NOIs. Initial annual reports are to be completed by November or December 2012. The system has been setup to handle submission of NOIs and NOTs and electronic files that have been uploaded for submission (includes: annual reports, some other type of reports, or additional documentation for NOIs). The system shall automatically send NOI notification with specific criteria to contacts identified at the U.S. Fish and Wildlife Services. A website has been developed for public and regions to access for viewing NOIs to perform more detailed evaluations of data.

## Task 6: Development, Maintenance and Revising of the eNOI and NOI Processing Systems Manual and Business Rules

The EPA NOI Processing Center Operations Manual documents all NOI Processing Center functions. It provides detailed descriptions of how the NOI Processing Center receives, handles, and processes correspondence (letters and emails), maintains contact with permit applicants via the letters generated, and provides support through customer service. The original EPA NOI Processing Center Operations Manual was developed in 2003. The last Manual update was started in March 2005. The existing manual is largely based on the eNOI legacy system and must be updated to incorporate all aspects of the current eNOI system and include the most current forms and letters associated with the eNOI dataflow.

In addition, the contractor shall develop and maintain an up-to-date eNOI system manual describing the business rules and functionality of the system. In addition, all new development and coding should be documented in this manual.

The contractor shall develop, revise, and maintain an eNOI System Manual documenting the business rules and current operational procedures of all eNOI development and maintenance releases that describes the functionality of the eNOI system. All updated eNOI system documentation should be completed within 2 weeks upon delivery of system maintenance releases. The contractor shall submit an initial draft of each completed section for EPA's review and comment. Based on EPA's comments, the contractor shall revise each chapter as draft final within 1 week after receipt of comments. Once all chapters have been approved by the EPA COR, the contractor shall prepare the manual in final form within 2 weeks.

For planning purposes, EPA estimates no more than a maximum of 50 pages for the eNOI System Manual. If additional capacity is needed, the contractor shall contact the EPA COR before proceeding.

## **eNOI PERFORMANCE SURVEILLANCE PLAN:**

The following performance measures shall apply to eNOI work under this PWS. Please refer to Attachment B for the eNOI Surveillance Plan.

## QUALITY ASSURANCE PROJECT PLAN (QAPP) REQUIREMENTS:

A quality assurance project plan (QAPP) is required for all tasks of this project because it involves the generation, management, distribution, or use of primary and/or secondary environmental data that will be used or have the potential for use in environmental decision making. The QAPP shall be developed in accordance with the "Office of Water Quality Management Plan" (EPA 821-X-02-001) and shall be formatted as specified in "EPA Requirements for Quality Assurance Project Plans" (EPA QA/R-5).

EPA requires that all environmental data used in decision making be supported by an approved QAPP. The contractor shall follow the written procedures in the processing manual and any additional guidance provided by the COR in the performance of these tasks.

## I. ANTICIPATED TRAVEL REQUIREMENTS

All non-local travel shall be approved in advance by the EPA COR and shall be in accordance with the Contract. However, non-local travel is not anticipated for the period of performance

For eNOI, only local travel is anticipated for meetings.

## II. ADDITIONAL REQUIREMENTS:

Only NOI Processing Center direct costs (ODCs) for copying, postage/courier, supplies, computer usage, telecommunication and graphics are allowed. No other ODCs are allowable as a direct charge to this delivery order without the prior written approval of the Contracting Officer.

Upon issuance of written technical direction, the Contractor shall submit for inspection of all work in progress at any time under this work assignment. The Contractor shall develop and maintain files supporting each task.

The contractor shall contact the Contracting Officer (CO) and/or the EPA Task Order Project Officer by telephone to discuss any problems that may adversely affect the work on this PWS. Within five (5) calendar days the contractor shall follow the phone call with a brief written explanation of the problem, including any actions already taken, and/or recommended solutions to correct the problem. Written explanation shall be made available to the CO and the PO.

#### III. CONTRACTOR IDENTIFICATION

When engaging in correspondence and communication with the public and Agency stakeholders, the Contractors shall always identify themselves as an EPA contractor and shall refer all policy related questions to EPA. All reproductions shall be in accordance with Contract copy limitations. All draft versions of outreach materials developed by the contractor shall be

submitted to the EPA COR for approval and all finals shall be provided in electronic format ready for GPO printing.

To avoid any perception that contractor personnel are EPA employees, the contractor shall assure that contractor personnel are clearly identified as independent contractors of EPA when attending meetings with outside parties or visiting field sites.

## IV. CONTROL REQUIREMENTS

- 1. Organizational Conflict of Interest: The Contractor shall warrant that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information. See contract clause 1552.209-71 Organization of Conflict of Interest.
- 2. Notification of Conflicts of Interest Regarding Personnel: The Contractor shall immediately notify the Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding the contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. See EPAAR 1552.209-73 Notification of Conflict of Interest.
- 3. Enforcement Sensitive Information: The contractor recognizes that contractor employees in performing tasks specified by the PWS for this BPA may have access to data/information, either provided by the government or first generated during contract performance, of enforcement sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Enforcement sensitive refers to records or information compiled for law enforcement purposes (whether administrative, civil or criminal), the disclosure of which could reasonably be expected to interfere with the enforcement action. It is imperative that all contractor personnel, including but not limited to, subcontractor and consultant personnel assigned to work on this contract and/or task order, or with access to materials developed pursuant to such efforts, understand that this information is confidential and any disclosure or misuse of the information may result in prosecution to the fullest extent of the law. All contractor personnel are expected to exercise due diligence in safeguarding, handling or disposing of any such information.
- 4. Project Employee Confidentiality Agreement: The contractor agrees that the contractor employee will not disclose, either in whole or in part, to any entity external to the EPA, the Department of Justice, or the contractor, any information or data (as defined in FAR Section 27.401) provided by the government or first generated by the contractor under this contract, any site-specific cost information or any enforcement strategy without first obtaining the written permission of the EPA Project Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such

disclosure, the contractor must provide immediate advance notification to the EPA so that the EPA can take action to prevent such disclosure. Such agreements shall be effective for the life and for a period of five (5) years after completion of the contract.

5. Handling of Confidential Business Information (CBI): Contractor's access to TSCA CBI must comply with the procedures set forth in the TSCA CBI Security Manual. Likewise, access to FIFRA CBI shall follow the security procedures set forth in the FIFRA Information Security Manual.

To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the contractor shall protect such data from unauthorized use and disclosure.

All files or other information identified as Confidential Business Information (CBI) shall be treated as confidential and kept in a secure area with access limited to only contractor personnel directly involved in the case or special project assignment. The contractor, subcontractor, and consultant personnel are bound by the requirements and sanctions contained in their contracts with the EPA and in EPA's confidentiality regulations found at 40 CFR Part 2, Subpart B. The contractor subcontractors, and consultant must adhere to EPA-approved security plans which describe procedures to protect CBI, and are required to sign non-disclosure agreements before gaining access to CBI.

All official data, findings, and results of investigations and studies completed by the contractor shall be available for EPA and DOJ internal use only. The contractor shall not release any part of such data without the written direction of the COR.

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